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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

DICE CAREER SOLUTIONS, INC.,

Plaintiff,

v.

IDC TECHNOLOGIES, INC.,

Defendant.

Case No. _____

**PLAINTIFF DICE CAREER SOLUTIONS,
INC.'S COMPLAINT FOR BREACH OF
CONTRACT AND ACCOUNT STATED**

1 Plaintiff Dice Career Solutions, Inc. (“Plaintiff” or “Dice”) brings this action against
2 Defendant IDC Technologies, Inc. (“Defendant” or “IDC”), and alleges as follows:

3 **NATURE OF THE ACTION**

4 1. Defendant IDC failed to pay for the services that Plaintiff Dice provided to it. After
5 letting the invoices pile up, IDC intentionally delayed and avoided providing Dice direct answers
6 and information while Dice made good-faith efforts to establish a plan for the payment of IDC’s
7 unpaid invoices. IDC now owes Dice **\$754,673.90**, which IDC has not paid despite its contractual
8 obligations and many promises. Therefore, Dice brings this action to seek recovery.

9 **PARTIES**

10 2. Plaintiff Dice Career Solutions, Inc. is a Delaware corporation that has its principal
11 place of business located at 6465 South Greenwood Plaza, Suite 400, Centennial, CO 80111.

12 3. Defendant IDC Technologies, Inc. is a California company with its principal place
13 of business located at 920 Hillview Court, Suite 250, Milpitas, California 95035.

14 **JURISDICTION**

15 4. The Court has subject matter jurisdiction under 28 U.S.C. §§ 1332 because there is a
16 complete diversity of citizenship, and the amount in controversy exceeds \$75,000.

17 5. This Court has personal jurisdiction over Defendant IDC because IDC has
18 deliberately engaged in significant and continuous business activities within this judicial district;
19 and resides in this district at its principal place of business in Milpitas, California.

20 **VENUE**

21 6. Venue is proper within this judicial district under 28 U.S.C. § 1391(b) because IDC’s
22 principal place of business is situated in this district.

23 **DIVISIONAL ASSIGNMENT**

24 7. Pursuant to Local Civil Rules 3-2(c), 3-2(e), and 3-5(b), assignment of the case to the
25 San Jose Division is proper because Defendant IDC has its principal place of business situated in
26 Milpitas, California, and a substantial part of the events or omissions giving rise to the claim have
27 occurred within Santa Clara County, California.
28

FACTUAL ALLEGATIONS

8. Plaintiff Dice provides AI-powered software products, online tools, and talent acquisition services to deliver a career marketplace where technology professionals can connect with potential employers. Dice has a long history of focusing on technology careers. Through its website Dice.com, Dice helps highly skilled technology professionals find employment opportunities to advance their careers, and enables recruiters and hiring managers to efficiently search, match, and connect with talent. Dice's clients may purchase services individually or in bundled packages that include talent profiles, job postings, employer branding, and other services.

9. Defendant IDC is a Dice client and holds itself out as a provider of IT services and staffing solutions for a variety of industries.

10. On or around March 17, 2023, IDC and Dice entered into a Purchase Agreement for a 24-month term beginning March 20, 2023 and ending March 19, 2025. A true and correct copy of the Purchase Agreement is attached to the Complaint as **Exhibit A**.

11. Under the Purchase Agreement, IDC agreed to pay a total of \$1,549,348.00 in exchange for Dice's services, to be billed on a quarterly basis at an estimated amount of \$193,668.50 each quarter for two years. The Purchase Agreement provides that in case of a breach of the agreement, Dice may discontinue services and/or pursue all other available remedies to enforce the agreement and obtain payment, and collect all of its costs and attorneys' fees incurred.

12. As of July 24, 2024, IDC owed Dice a total amount of \$ 387,336.96 under the Purchase Agreement.

13. On July 25, 2024, an IDC employee emailed the Dice Account Manager responsible for managing IDC's account, and informed Dice that there was uncertainty about IDC's ability to pay its invoices. IDC could not promise Dice a definitive payment date but stated that it would try to pay by August 25, 2024. IDC also requested a reduced monthly payment plan and asked that its invoices not be sent to collections for payment. However, IDC did not pay its invoices by August 25, 2024 as it said it would try to do.

1 14. On September 10, 2024, a Dice employee contacted IDC about the outstanding
2 invoices. Namely, invoices for March, June, and September 2024—each for \$193,668.48 and
3 totaling \$581,005.44—had not been paid. To find a solution, Dice proposed arranging a payment
4 schedule beginning with an initial payment the following week, but IDC responded that funding
5 would be delayed for a month.

6 15. IDC informed Dice that it expected to receive funding by the second week of October
7 2024, and that upon receipt of the funding, IDC was planning to pay at least 50% of the March and
8 June invoices immediately. On October 11, 2024, IDC released a payment to Dice in an amount of
9 \$20,000, but this was much less than what IDC had committed to paying, and still far short from the
10 total amount outstanding. Concerned by IDC's failures to pay its invoices, Dice requested to speak
11 with IDC's executive leadership to discuss the payment situation.

12 16. On or around November 7, 2024, the parties had a phone call that included IDC's
13 CEO, Prateek Gattani. An email memorializing the phone call summarized the outstanding 2024
14 invoices then due and the total amount that would be owed after accounting for the last quarterly
15 invoice in December 2024:

- 16 • March: \$173,668.48
- 17 • June: \$193,668.48
- 18 • September: \$193,668.48
- 19 • December: \$193,668.48
- 20 • **Total Amount: \$754,673.90**

21 During the November 7th phone call, IDC assured Dice that payment would be forthcoming.

22 17. To date, IDC has not paid any of the total amount of \$754,673.90 that is owed.
23 Throughout December 2024 and January 2025, Dice worked diligently to confirm a plan for
24 payment and made multiple demands for payment. However, IDC became increasingly
25 non-responsive and did not respond to multiple requests for information or meetings to discuss the
26 issue. Then, on January 30, 2025, IDC informed Dice that IDC was still in the process of securing
27 funds, and assured Dice that fulfilling IDC's payment obligations was a top priority. The parties
28

1 agreed to have a phone call on February 7, 2025 to discuss the matter further with leadership, but
2 IDC cancelled the meeting at the last minute, and has not responded to follow up messages.

3 18. Given IDC's many repeated failures to pay, Dice has been left with no choice but to
4 seek judicial relief for the collection of IDC's unpaid debt totaling \$754,673.90.

5 19. Under the Purchase Agreement, IDC agreed to pay for the services it was provided,
6 and agreed that, in case of a breach of the Purchase Agreement, Dice would be entitled to pursue all
7 remedies available for Dice to obtain payment under the Purchase Agreement.

8 20. The amount sought—\$754,673.90—is the total balance that IDC owes under the
9 Purchase Agreement. It is due and owing to Dice as of the date of this filing.

10 **FIRST CAUSE OF ACTION**

11 **Breach of Contract**

12 21. Dice re-alleges and incorporates all of the preceding paragraphs as if fully set forth
13 herein.

14 22. On or around March 17, 2023, Dice and IDC entered into a valid, enforceable
15 Purchase Agreement having a 24-month term. The Purchase Agreement expressly provided that IDC
16 would pay a total of \$1,549,348.00 USD and would be billed on a quarterly basis at an estimated
17 amount of \$193,668.50.

18 23. Dice fully performed under the Purchase Agreement by providing services to IDC at
19 all times.

20 24. By failing and refusing to pay no less than \$754,673.90 in unpaid invoice amounts,
21 IDC breached the Purchase Agreement.

22 25. As a direct and proximate cause of IDC's breach, Dice has been injured and incurred
23 damages of at least \$754,673.90.

24 26. The amount that Dice seeks to recover for IDC's breach of contract—\$754,673.90—
25 is liquidated and certain.

SECOND CAUSE OF ACTION

Account Stated

27. Dice re-alleges and incorporates all of the preceding paragraphs as if fully set forth herein.

28. As provided for in the parties' Purchase Agreement, Dice billed IDC on a quarterly basis for the services that Dice provided to IDC.

29. IDC did not object to the validity of the amounts stated in the invoices that it received from Dice, and accepted its account as correct.

30. IDC agreed to pay the amount owed under the Purchase Agreement on a quarterly basis in amounts of approximately \$193,668.50 each quarter.

31. IDC has recognized its obligations to pay Dice the \$754,673.90 total amount that remains outstanding and owed to Dice under the Purchase Agreement.

32. IDC's account remains outstanding, and IDC is indebted to Dice in an amount no less than \$754,673.90.

PRAYER FOR JUDGMENT AND RELIEF

Plaintiff Dice respectfully requests that the Court enter judgment against Defendant IDC and in favor of Dice, and further requests that:

A. The Court enter judgment that:

a. IDC has breached its agreement with Dice by failing to pay Dice no less than \$754,673.90 owed under the parties' agreement; and

b. IDC is indebted to Dice in an amount no less than \$754,673.90.

B. The Court enter an Order awarding damages in an amount of \$754,673.90.

C. The Court enter an Order awarding Dice its attorneys' fees and costs for bringing this action, as provided for in the parties' agreement.

D. The Court enter an Order awarding Dice pre-judgment and post-judgment interest.

E. The Court enter such other relief as it deems proper and just.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal rules of Civil Procedure, Plaintiff Dice demands a jury trial for all causes of action, claims, or other issues in this action that are triable as a matter of right to a jury.

DATED: March 3, 2025

Respectfully submitted,

ARNOLD & PORTER KAYE SCHOLER LLP

By: /s/ Jeremy T. Kamras
Jeremy T. Kamras

Counsel for Plaintiff Dice Career Solutions, Inc.